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September 5, 2001

By Hand Delivery

Ms. Magalie R. Salas
Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

WorldCom, Cox, and AT&T ads. Verizon
CC Docket Nos. 00-218, 00-249, and 00-251

Dear Ms. Salas:

Enclosed for filing on behalf of Verizon, please find 4 copies each of (1) Verizon's Rebuttal Testimony on Mediation Issues, including a diskette with electronic copies.

Please do not hesitate to call me with any questions.

Sincerely,

Kelly L. Faglioni

Kelly L. Faglioni
Counsel for Verizon

KLF/ar
Enclosures

cc: Dorothy T. Attwood, Chief, Common Carrier Bureau (By Hand)(8 copies)
Jeffery Dygert (w/o encl.)
Katherine Farroba (w/o encl.)
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Ms. Magalie R. Salas
September 5, 2001
Page 2

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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of)
Petition of WorldCom, Inc. Pursuant)
to Section 252(e)(5) of the)
Communications Act for Expedited)
Preemption of the Jurisdiction of the)
Virginia State Corporation Commission)
Regarding Interconnection Disputes)
with Verizon Virginia Inc., and for)
Expedited Arbitration)

CC Docket No. 00-218

In the Matter of)
Petition of Cox Virginia Telecom, Inc.)
Pursuant to Section 252(e)(5) of the)
Communications Act for Preemption)
of the Jurisdiction of the Virginia State)
Corporation Commission Regarding)
Interconnection Disputes with Verizon)
Virginia Inc. and for Arbitration)

CC Docket No. 00-249

In the Matter of)
Petition of AT&T Communications of)
Virginia Inc., Pursuant to Section 252(e)(5))
of the Communications Act for Preemption)
of the Jurisdiction of the Virginia)
Corporation Commission Regarding)
Interconnection Disputes With Verizon)
Virginia Inc.)

CC Docket No. 00-251

VERIZON VIRGINIA INC.

VOLUME I OF I

**REBUTTAL TESTIMONY ON MEDIATION ISSUES
(CATEGORIES I AND III THROUGH VII)**

SEPTEMBER 5, 2001

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

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Corporation Commission Regarding)	
Interconnection Disputes with Verizon)	
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)	
In the Matter of)	
Petition of AT&T Communications of)	
Virginia Inc., Pursuant to Section 252(e)(5))	CC Docket No. 00-251
of the Communications Act for Preemption)	
of the Jurisdiction of the Virginia)	
Corporation Commission Regarding)	
Interconnection Disputes With Verizon)	
<u>Virginia Inc.</u>)	

**VERIZON VA'S REBUTTAL TESTIMONY ON MEDIATION ISSUES
(CATEGORIES I AND III THROUGH VII)**

NETWORK ARCHITECTURE

- DONALD E. ALBERT
- PETER J. D'AMICO

SEPTEMBER 5, 2001

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1 **I. INTRODUCTION**

2 **Q. PLEASE STATE YOUR NAME, YOUR POSITION AND YOUR BUSINESS**
3 **ADDRESS WITH VERIZON.**

4 A. My name is Pete D'Amico. I am a Senior Specialist in the Interconnection Product
5 Management Group for Verizon Services Corp. (formerly, Bell Atlantic Network
6 Services, Inc.). My business address is 416 7th Avenue, Pittsburgh, Pennsylvania 15219.

7
8 My name is Don Albert. I am Director - Network Engineering for Verizon Services
9 Corp. My business address is 600 East Main Street, Richmond, Virginia.

10
11 **Q. ARE YOU THE SAME WITNESSES WHO PREVIOUSLY FILED TESTIMONY**
12 **IN THIS CASE ON JULY 31, 2001 AND AUGUST 17, 2001?**

13 A. Yes. We filed joint testimony supporting Verizon VA's position on these network
14 architecture issues.

15
16 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

17 A. The purpose of our testimony is to respond to the August 17, 2001 direct testimony on
18 network architecture issues filed by David Talbott on behalf of AT&T, and by Donato
19 Greico, Gary Ball, Ariel W. Sigua, Edward J. Caputo and Mark Argenbright on behalf of
20 WorldCom.

21
22 **II. MEDIATION ISSUES (Issues III-4, IV-3, IV-4, IV-5, IV-6, IV-7, IV-8, IV-11, IV-12,**
23 **IV-34, IV-37, VI-1(A), VI-1(B))**

24A. **FORECASTS (Issue III-4)**

1 Q. AT&T WITNESS TALBOTT TAKES THE POSITION THAT AT&T SHOULD
2 NOT HAVE TO PROVIDE VERIZON VA A FORECAST OF TRAFFIC
3 ORIGINATING ON THE VERIZON VA NETWORK. NEVERTHELESS, ON
4 PAGE 3 OF HIS TESTIMONY, HE OFFERS A COMPROMISE PROPOSAL
5 THAT WHEN THE INBOUND-OUTBOUND RATIO OF TRAFFIC IS 3-TO-1,
6 THE PARTY TERMINATING THE LARGER SHARE OF TRAFFIC WOULD
7 FORECAST BOTH INBOUND AND OUTBOUND FORECASTS. CAN
8 VERIZON VA ACCEPT THIS "COMPROMISE"?

9 A. No. First, we explained in our direct testimony on the mediation issues why AT&T
10 should provide a forecast of Verizon VA originating traffic. AT&T's proposed
11 compromise on this issue does not address Verizon VA's need for AT&T's forecast. The
12 3-to-1 ratio is an arbitrary number that AT&T has thrown out to Verizon VA. It appears
13 AT&T has arrived at this number based upon this Commission's recent *ISP Remand*
14 *Order*. This order addressed reciprocal compensation obligations for Internet traffic and
15 not the forecasting of interconnection trunks.

16
17 Verizon VA must have forecasts from AT&T, and all other CLECs, to use in its current
18 planning/engineering process to size and time additions to its switching infrastructure
19 (switching machines) for trunks. Verizon VA expects that AT&T uses the forecasts
20 AT&T provides in a similar manner. It is important to both companies that the
21 information be as accurate as possible. Only AT&T can provide an accurate forecast of
22 traffic it expects to terminate. Verizon VA does not have the information required to
23 provide AT&T with an accurate forecast. AT&T's own marketing efforts, service growth

1 plans, and customer penetration levels dictate the amount of needed trunks (and expected
2 traffic). Verizon VA, as an example, would have no way of knowing when AT&T
3 decides to target ISPs in a given market and port those numbers into their switch, thus
4 causing serious changes to the calling patterns in Verizon VA's network. These changes
5 can as easily occur within a 3 to 1 ratio as outside the 3 to 1 ratio, but the demand on
6 Verizon VA's facilities would still increase. To meet that demand, Verizon VA needs an
7 accurate forecast from AT&T.

8
9 **Q. PLEASE COMMENT ON WORLDCOM WITNESS GREICO'S CONTENTION,**
10 **AT PAGE 5 OF HIS REBUTTAL TESTIMONY ON MEDIATION ISSUES, THAT**
11 **VERIZON VA SHOULD NOT HAVE THE RIGHT TO DISCONNECT TRUNKS**
12 **WHEN THEY ARE UNDER THE CONTROL OF VERIZON VA.**

13 A. As we addressed in our direct and rebuttal testimony regarding Issue III-4(B), without the
14 right to disconnect excess trunks from trunk groups that are significantly underutilized,
15 Verizon VA will not be able to manage its network in an efficient manner. We
16 incorporate our previously-filed testimony on this issue. In addition, WorldCom's
17 contention that Verizon VA's provision is "inconsistent with the parties' agreement to
18 work cooperatively," does not account for the steps Verizon VA's trunk engineers take to
19 ensure they communicate with WorldCom before Verizon VA disconnects any trunk
20 groups set up to carry WorldCom-bound traffic.

1 **Q. AT PAGES 2 AND 3 OF WORLDCOM WITNESS GREICO'S TESTIMONY HE**
2 **LISTS 7 ITEMS THAT HE BELIEVES WORLDCOM AND VERIZON VA HAVE**
3 **REACHED AGREEMENT. PLEASE COMMENT.**

4 A. Verizon VA does not agree with items 4 through 7 listed in Mr. Greico's testimony. First
5 items 4, 5 and 7 are unnecessary because it is not up to Verizon VA to agree, or disagree
6 with the trunk forecast provided by WorldCom. Verizon VA merely accepts
7 WorldCom's good faith trunk forecast, aggregating it with other good faith trunk forecast
8 provided by other carriers. Verizon VA uses this information, as well as additional
9 forecast information, and the combined result will guide the expansion and growth of
10 additional switching equipment for Verizon VA's switches. If WorldCom, in between
11 the semi-annual trunk forecasts it provides, realizes a trunk forecast has substantially
12 changed, Verizon VA would like to receive a current updated forecast from WorldCom.
13 Verizon VA is willing to drop the issue of financial penalties associated with trunk
14 forecasts if WorldCom is willing to disconnect trunks from trunk groups operating under
15 a 60% utilization.

16
17 **Q. ARE THERE ANY OTHER ITEMS ON PAGES 2 AND 3 OF MR. GREICO'S**
18 **TESTIMONY WITH WHICH YOU DISAGREE?**

19 A. Yes. In item 6, Verizon VA does not understand, and for that matter did not agree, to a
20 "15% overhead." Verizon VA assumes a "15% overhead" would mean that the 80%
21 utilization level to augment trunks (that Verizon VA did agree to) would really become
22 65%. This "15% overhead" would also mean that the 60% utilization to disconnect
23 trunks (that Verizon VA did agree to) would really become 45%. This is unacceptable to

Verizon VA and would result in a significantly better grade of service than the grade of service at which Verizon VA's trunk groups operate.

4B. TRUNK AND FACILITIES AUGMENTATION (Issue IV-3)

Q. ON PAGE 8 OF HIS DIRECT TESTIMONY MR. GREICO STATES THAT “WORLDCOM’S PROPOSED LANGUAGE ALSO REQUIRES THE PARTIES TO AUGMENT FACILITIES WHEN THE OVERALL SYSTEM FACILITY IS AT 50% CAPACITY, OR AS OTHERWISE AGREED, AND THAT FACILITIES SHOULD BE AUGMENTED TO ENSURE ADEQUATE FACILITY CAPACITY FOR AT LEAST TWO YEARS OF FORECASTED TRAFFIC.” PLEASE COMMENT.

A. As discussed on pages 7 and 8 of our direct testimony, this broad, sweeping requirement is not operationally or practically possible. The interoffice facilities (“IOF”) Verizon VA uses to provide interconnection trunks for WorldCom are made up of a number of different equipment components. These equipment components are also used to provide different services to a large number of other carriers (*e.g.*, CLECs, IXC, Wireless), as well as Verizon VA's own end users. Each type of equipment component is installed at numerous locations throughout Verizon VA's network. Providing relief at a 50% utilization level for all of these equipment component types, at all of these specific network locations, would greatly degrade the efficiency of the network compared to how Verizon VA engineers and operates these major components of its IOF network today. This requirement not only would increase Verizon VA's costs of providing service for WorldCom, but would increase Verizon VA's costs for serving other carriers and end

1 users whose services used these component parts of Verizon VA's interoffice facility
2 network. In addition, it would not be possible or practical for Verizon VA to identify,
3 track, and treat differently the particular IOF equipment components that were used for
4 portions of WorldCom's interconnection trunks - differently than those equipment
5 components that were not used for WorldCom's interconnection trunks.

6
7 **Q. ON PAGE 8 OF MR. GREICO'S TESTIMONY, HE STATES THAT**
8 **"WORLDCOM'S PROPOSED PROVISIONS REQUIRE THE PARTIES TO**
9 **INSTALL EFFICIENT AND RELIABLE INTERCONNECTION**
10 **ARRANGEMENTS, SIZED TO MEET THE MUTUAL FORECASTS AND**
11 **SOUND ENGINEERING PRACTICES AGREED TO BY THE PARTIES**
12 **DURING PLANNING AND FORECASTING MEETINGS. THIS LANGUAGE IS**
13 **REASONABLE AND REFLECTS CURRENT PRACTICE BETWEEN**
14 **WORLDCOM AND VERIZON." PLEASE COMMENT.**

15 **A.** Mr. Greico's claim is not correct and does not reflect current practices. Verizon VA
16 cannot commit to WorldCom's contract proposal because it is overly broad and vague.
17 The interoffice facility equipment components Verizon VA uses to provide transport for
18 interconnection trunks are engineered (designed and sized) to provide services for all
19 carriers and end users, not just WorldCom. When Verizon VA builds these network
20 facilities and equipment, available capacity is not reserved for individual carriers, or
21 individual end users. Network capacity is used on a first-come first-served basis at the
22 time services are actually ordered. Verizon VA does not reserve capacity on the

1 interoffice facility equipment components (used to transport interconnection trunks) for
2 itself, for carriers, for end-users, or for CLECs.
3

4 **Q. ON PAGE 8 OF MR. GREICO'S TESTIMONY, HE STATES THAT**
5 **"WORLDCOM HAS ALSO PROPOSED LANGUAGE REQUIRING THE**
6 **PARTIES TO COMPLETE THE CONSTRUCTION OF RELIEF FACILITIES**
7 **WITHIN TWO MONTHS OR SOONER, IF EXHAUSTION IS IMMINENT."**
8 **PLEASE COMMENT.**

9 A. First, the phrase "if exhaustion is imminent" is too vague and broad to commit to in an
10 interconnection agreement. In addition, depending on the particular equipment/facility
11 components that are being constructed (to provide "relief" - *i.e.*, "more capacity"), two
12 months is not sufficient time to construct new facilities. When Verizon VA constructs
13 new interoffice facilities for itself, the cycle time for new fiber optic systems (fiber optic
14 multiplexers only – fiber cables are already in place) is typically about one year. Projects
15 that involve the construction of new fiber optic cables, or new digital cross connect
16 machines, are typically more than a year.
17

18 **Q. IN ADDITION, MR. GREICO, AT PAGE 9, CLAIMS THAT WORLDCOM**
19 **SHOULD NOT BE CHARGED FOR "INTERCONNECTION FACILITIES,"**
20 **UNLESS A PARTY LEASES INTERCONNECTION FACILITIES FROM THE**
21 **OTHER. PLEASE COMMENT.**

22 A. This requirement is too broad and general to be included in the interconnection
23 agreement. The term "interconnection facilities" is not defined by WorldCom. There are

1 a number of different physical types of interconnection arrangements (e.g., collocation,
2 mid-span meets, end point fiber meets, entrance facilities), that require different facilities
3 and equipment, which could each be used for interconnecting switched local trunks. In
4 addition, some of these interconnection arrangements can also be used to provide
5 switched access services, special access services, and access to UNEs. Mr. Greico states
6 that WorldCom's language is intended to clarify that the parties will not charge each
7 other for interconnection trunk groups provisioned over interconnection facilities.
8 Nevertheless, if one party initiates rearrangement activity and rearrangement orders
9 involving existing transport facilities and existing trunk groups, non-recurring charges for
10 these network configurations would certainly be appropriate.

11
12 **C. INTERCONNECTION INTERVAL AND ENVIRONMENTAL INFORMATION (Issue**
13 **IV-4)**

14 **Q. ON PAGE 11 OF MR. GREICO'S DIRECT TESTIMONY ON MEDIATION**
15 **ISSUES, HE CONTENDS THAT VERIZON VA IS UNWILLING TO PROVIDE**
16 **WORLDCOM WITH INFORMATION ABOUT ENVIRONMENTAL OR OTHER**
17 **HAZARDOUS CONDITIONS. IS VERIZON VA UNWILLING TO PROVIDE**
18 **THIS INFORMATION?**

19 **A.** No. Verizon VA will provide relevant information within its possession to WorldCom
20 when necessary as a result of WorldCom's business activities on or near Verizon VA's
21 facilities. Verizon VA's objection is not as Mr. Greico describes it. Instead, the
22 objection focuses on the unreasonableness of WorldCom's proposed language.

1 **Q. IF VERIZON VA IS WILLING TO PROVIDE THIS INFORMATION, WHAT IS**
2 **WRONG WITH WORLDCOM'S PROPOSAL?**

3 A. As addressed in our direct testimony on the mediation issues, Verizon VA objects to the
4 overly-broad language in WorldCom's proposal. Specifically, in § 1.1.4.2 of
5 WorldCom's Attachment IV, WorldCom does not define "location." WorldCom's
6 proposal could include any property at which Verizon VA has facilities, including
7 easement locations that are not under Verizon VA's control. The term "adverse
8 environmental or other conditions" could potentially include almost anything that could
9 cause injury. WorldCom also considers information available to Verizon VA if it is in
10 the possession of former employees, agents, contractors, and tenants, among other
11 unrelated individuals. Verizon VA would also have to provide this information within
12 ten business days. Given the breadth of WorldCom's proposal, it would be virtually
13 impossible to find every former employee, agent, contractor, or tenant of Verizon VA to
14 find out if there is some sort of potential hazard to be reported under WorldCom's
15 proposed language.

16
17 In addition, § 1.1.4.3 allows WorldCom to do a "site investigation" if WorldCom
18 "deems" it necessary, for any purpose whatsoever. That site investigation, according to
19 WorldCom's proposal, need not even be for environmental purposes. There is simply no
20 justification for WorldCom to have unrestricted access to Verizon VA's property at all
21 times and for any purpose. If WorldCom is concerned about a certain area within a
22 Verizon VA building, it should ask if Verizon VA has already performed a survey.
23 Pursuant to OSHA guidelines, Verizon VA is normally required to identify asbestos in its

1 buildings. Most likely, Verizon VA already performed an asbestos survey, has identified
2 the area with asbestos and can share this information with WorldCom.

3
4 Finally, in § 1.1.4.4, WorldCom does not define how an “Interconnection is complicated
5 by the presence of environmental contamination or other conditions” WorldCom’s
6 contract language is overly-broad and vague. In addition, it is unnecessary because if a
7 CLEC decides to collocate at a Verizon VA building, Verizon VA has to provide specific
8 defined environmental and other hazardous material information pursuant to the
9 collocation tariff. The information Verizon VA provides should satisfy WorldCom’s
10 legitimate concerns.

11
12D. TRUNK TYPES (Issue VI-1(A))

13 **Q. HAS VERIZON VA ADDRESSED MR. GREICO’S TESTIMONY ON TRUNK**
14 **TYPES, AT PAGES 18-21?**

15 A. With the exception of the BLV/BLVI (“Busy Line Verification/Busy Line Verification
16 Interrupt”) trunk groups to which WorldCom refers, Verizon VA has addressed its need
17 for separate trunk groups for the types of traffic discussed by Mr. Greico. Regarding the
18 BLV/BLVI trunk groups, it is Verizon VA’s understanding from the mediation session
19 that WorldCom does not want to use BLV/BLVI facilities from Verizon VA’s operator
20 services switch(es) to WorldCom’s switch(es). Based upon this representation, Verizon
21 VA is willing to exclude these trunk groups and facilities from the interconnection
22 agreement.

1 **Q. ON PAGE 20 OF MR. GREICO'S DIRECT TESTIMONY ON MEDIATION**
2 **ISSUES, HE TAKES ISSUE WITH VERIZON VA'S REQUIREMENT THAT**
3 **THE PARTIES REACH MUTUAL AGREEMENT REGARDING THE**
4 **DEPLOYMENT OF ONE-WAY AND TWO-WAY TRUNKS. PLEASE RESPOND**
5 **TO MR. GREICO'S TESTIMONY.**

6 A. Mr. Greico launches into a discussion of Commission regulations that apply to Verizon
7 VA's obligations as the ILEC to provide technically feasible points of interconnection.
8 As addressed more fully in our direct and rebuttal testimony regarding Issue I-1 and in
9 our direct testimony regarding Issue IV-1 (two-way trunks), Verizon VA does provide
10 WorldCom with interconnection in accordance with the Commission's regulations and
11 two-way trunks. Mr. Greico, however, misses the point concerning the deployment of
12 one-way and two-way trunks.

13
14 He is generally correct that WorldCom may choose to use either one-way or two-way
15 trunks. Nevertheless, he must also remember that when WorldCom does so, WorldCom
16 is using Verizon VA's network and Verizon VA has the ultimate responsibility for the
17 technical and operational integrity of that network. That is why Verizon VA must reach
18 some agreement with WorldCom on the related terms and conditions for providing and
19 operating one-way and two-way trunks. WorldCom's right to interconnect does not
20 translate into a unilateral right to choose one-way or two-way trunks without regard or
21 agreement to the specific detailed implications of that choice on Verizon VA's network.

1 **Q. PLEASE RESPOND TO MR. GREICO’S COMPLAINT, AT PAGE 21 OF HIS**
2 **DIRECT TESTIMONY, THAT VERIZON VA “HAS IDENTIFIED NO ASPECTS**
3 **OF WORLDCOM’S TRUNKING PROPOSAL WITH WHICH IT DISAGREES.”**

4 A. Mr. Greico is wrong. Verizon VA has responded to WorldCom’s issues dealing with
5 OS/DA trunks, 911 trunks, access toll connecting trunks, two-way trunks, the so-called
6 “super trunk group,” and other local trunking issues that WorldCom raised in its Petition
7 for Arbitration. If there were other issues that WorldCom wished to include in the
8 subsequent interconnection agreement, it should have raised those discrete issues for
9 arbitration.

10
11 **E. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC**
12 **(Issue VI-1(B))**

13 **Q. AT PAGE 23 OF MR. GREICO’S DIRECT TESTIMONY ON MEDIATION**
14 **ISSUES, HE ARGUES THAT WHEN VERIZON VA DIRECTS THE CLECS TO**
15 **THE NECA 4 TARIFF FOR INTERMEDIATE HUB LOCATIONS, VERIZON**
16 **VA HAS LIMITED “BOTH THE POINTS OF INTERCONNECTION AND THE**
17 **METHODS OF INTERCONNECTION AVAILABLE TO WORLDCOM.” IS HE**
18 **CORRECT?**

19 A. No. As addressed in our direct testimony on mediation issues at pages 12-14, Verizon
20 VA does not limit WorldCom’s point of interconnection or, for that matter, the methods
21 of interconnection available to WorldCom. Verizon VA merely informs WorldCom
22 where in Verizon VA’s network it has the equipment available to interface with DS-3s, to
23 perform DS-3 to DS-1 multiplexing for switched trunks, and in the case of intermediate
24 hubs, to route/transport switched trunk DS-1s to other Verizon VA wire center locations.

1
2 **Q. AT PAGE 23 OF HIS TESTIMONY, MR. GREICO ALSO ASSERTS THAT**
3 **“THERE IS NO TECHNICAL REASON TO LIMIT THE APPROVED**
4 **INTERCONNECTION INTERFACES TO DS-1 AND DS-3 LEVELS ONLY.”**
5 **PLEASE RESPOND TO MR. GREICO’S CLAIM.**

6 A. “Muxed” DS-3s and DS-1s are the only form of transport interfaces for switched trunks
7 that Verizon VA currently provides to CLECs, interexchange carriers, and other carriers.
8 Nevertheless, Verizon VA will also offer a Synchronous Transport Signal (“STS-1”)
9 when and where the equipment is available. WorldCom’s reference to 47 C.F.R.
10 § 51.319(d)(1)(A) relates to interfaces for UNE dedicated transport. This does not
11 address interfaces for switched interconnection trunks. WorldCom’s request for switched
12 interconnection trunks at “OCn levels” is broad, vague and not technically defined.
13 Therefore, it cannot be specifically included in this interconnection agreement. The
14 Verizon VA-WorldCom interconnection agreement will include a section that could be
15 used to consider, evaluate, and develop new forms of interconnection that do not
16 currently exist, such as potential optical carrier interfaces for switched interconnection
17 trunks.

18
19 **Q. MR. GREICO, AT PAGE 24, CONTENDS THAT VERIZON VA AND**
20 **WORLDCOM SHOULD SHARE THE FACILITY CHARGES FOR TWO-WAY**
21 **LOCAL INTERCONNECTION TRUNKS WHEN THE APPROPRIATE DS-3**
22 **INTERMEDIATE HUB IS NOT USED. WHY SHOULD WORLDCOM PAY**

1 **100% OF THE COSTS FOR TWO-WAY LOCAL INTERCONNECTION TRUNK**
2 **GROUPS WHEN IT DOES NOT USE THE INTERMEDIATE HUB?**

3 A. WorldCom should pay for all the costs of the two-way local interconnection trunk groups
4 (including the costs for new and additional equipment) when it does not use the
5 appropriate muxed DS-3 interconnection hub because WorldCom, and not Verizon VA,
6 has chosen to by-pass the intermediate hub. Even though both parties' traffic travels over
7 two-way trunks, WorldCom has made the unilateral decision not to use the appropriate
8 central office designated in the NECA 4 Tariff where the appropriate necessary
9 multiplexing equipment is available. Because WorldCom has made this decision, it
10 should be financially responsible for those two-way trunks. Any other rule would allow
11 WorldCom to unilaterally impose additional, unnecessary costs on Verizon VA even
12 though other suitable facilities are available without the extra expenditure.

13
14 **Q. MR. GREICO ALSO CONTENDS THAT WORLDCOM SHOULD NOT HAVE**
15 **TO PROVIDE VERIZON VA A CARRIER IDENTIFICATION CODE ("CIC")**
16 **WHEN ORDERING TRUNK GROUPS FROM VERIZON VA. WHY IS THE**
17 **CIC NECESSARY?**

18 A. Verizon VA needs WorldCom to provide a CIC when WorldCom orders a trunk group
19 because the Ordering and Billing Forum ("OBF") form used by Verizon VA requires this
20 information. Verizon VA's proposed § 5.2.2 addressing this issue should be non-
21 controversial. It applies to any carrier who orders trunk groups from Verizon VA and is
22 consistent with industry standards. If WorldCom has a problem with providing a CIC to
23 Verizon VA when it orders a trunk group, it should raise it as an issue at the OBF. The

1 CIC that is requested in the OBF-approved form used when ordering local
2 interconnection trunks is used to record and bill the usage to the CLEC. WorldCom's
3 usage should be recorded and billed, just like any other carrier's.

4
5 **Q. WHEN WORLDCOM ORDERS A TRUNK GROUP FROM VERIZON VA**
6 **TODAY, DOES WORLDCOM PROVIDE VERIZON VA WITH A CIC?**

7 A. Yes.

8
9 **F. COMPENSATION FOR THE LEASE OF INTERCONNECTION FACILITIES (Issue IV-**
10 **5)**

11 **Q. MR. GREICO ADDRESSES THIS ISSUE AT PAGES 12-14 OF HIS**
12 **TESTIMONY. DOES YOUR DIRECT TESTIMONY ON MEDIATION ISSUES**
13 **ALREADY ADDRESS MR. GREICO'S TESTIMONY?**

14 A. Yes.

15
16 **G. ACCESS TOLL CONNECTING TRUNK GROUPS (Issue IV-6)**

17 **Q. ON PAGE 15 OF MR. GREICO'S DIRECT TESTIMONY ON MEDIATION**
18 **ISSUES, HE CLAIMS THAT VERIZON VA USES COMBINATION TRUNK**
19 **GROUPS WITH CMRS ("COMMERCIAL MOBILE RADIO SERVICES"). IS**
20 **HE CORRECT?**

21 A. Yes, but the CMRS combination trunk group was developed based upon the information
22 the CMRS industry provided to various switch vendors and industry standards
23 organizations. Verizon VA has purchased the feature packages from the switch vendors
24 and adjusted its recording and billing systems to accommodate the CMRS trunking for

1 CMRS carriers. One of the capabilities of CMRS trunking enables a CMRS carrier to
2 send the proper outpulsing that directs Verizon VA's access tandem to route the call to
3 the interexchange carrier. When there is both an intraLATA tandem and an access
4 tandem in the LATA, however, the traffic types cannot be combined on a single CMRS
5 trunk group. This type of CMRS trunk group is not used with CLECs anywhere within
6 Verizon VA's operating territory. In addition, we are not aware of any CLECs that use
7 this type of CMRS trunk groups outside of Verizon VA's operating territory. There are
8 no industry standards for the CLECs' use of a "combination" trunk group as described by
9 WorldCom.

10
11 **Q. AT PAGE 15 OF HIS DIRECT TESTIMONY, MR. GREICO CLAIMS THAT**
12 **VERIZON VA'S ACCESS TOLL CONNECTING TRUNK GROUP PROPOSAL**
13 **DOES NOT ADDRESS THE MECAB/MECOD GUIDELINES, SIGNALING,**
14 **FORMATTING OR THE HANDLING OF TOLL FREE CALLS. DOES**
15 **VERIZON VA ADDRESS THESE AREAS IN ITS PROPOSED**
16 **INTERCONNECTION AGREEMENT?**

17 A. Yes, Verizon VA addresses these subject areas in separate provisions of its proposed
18 interconnection agreement, which is appropriate. WorldCom's proposal, on the other
19 hand, combines unrelated subjects. For example, references to the MECAB/MECOD
20 documents would be inappropriate in a contract section dealing with access toll
21 connecting trunk groups because the MECAB/MECOD documents relate directly to meet
22 point billing. Verizon VA's proposed § 8, the transmission and routing of exchange
23 access traffic, deals with the architecture for these trunk groups. Referring to the

MECAB or MECOD guidelines in this section of the agreement would only cause unnecessary confusion and could lead to ambiguity later. The MECAB and MECOD contract provisions should appear in the meet point billing section.

Verizon VA also has a separate provision for toll free traffic because this is a more specific type of traffic, which requires more specific contract provisions. Just as referring to the MECAB and MECOD documents in the access toll connecting trunk group section could lead to confusion, referring to the handling of toll free calls in this section also could lead to confusion. References to the routing of toll free traffic should not appear in a contract section that relates to the transmission and routing of exchange access traffic. Verizon VA addresses the issues it has with WorldCom's toll free provision more specifically in response to Issue VI-1(C).

Q. ON PAGES 15-16 OF HIS TESTIMONY, MR. GREICO ASSERTS THAT IT IS "UTTERLY PERPLEXING" THAT VERIZON VA MAINTAINS THAT ACCESS RATES SHOULD APPLY TO ACCESS TOLL CONNECTING TRUNK GROUPS. WHY DOES VERIZON VA MAINTAIN THAT THIS IS THE PROPER RATE FOR THESE TRUNKS?

A. The rates contained in Verizon VA's access tariffs for access toll connecting trunk groups are the proper rates for these trunks. The only traffic carried by these trunk groups is access traffic between WorldCom local customers and other interexchange carriers. Access toll connecting trunks, or meet point trunk groups, as WorldCom calls them, are not jointly provisioned. They are ordered by WorldCom from Verizon VA so that

1 WorldCom can reach interexchange carriers via Verizon VA's access tandems. Mr.
2 Greico states that "[e]ach party must pay reciprocal compensation for such traffic in
3 accordance with the Commission's rules, of course, but a separate facilities charge is
4 wholly unwarranted." Reciprocal compensation addresses the exchange of traffic
5 between two parties' networks. It does not apply to traffic that WorldCom is sending to
6 interexchange carriers. WorldCom can choose to connect directly to interexchange
7 carriers and bypass Verizon VA's access tandem. However, if WorldCom does utilize
8 Verizon VA's network to reach interexchange carriers, then access charges apply to the
9 facilities WorldCom orders from Verizon VA.

10
11H. 911 TRUNKING ARRANGEMENTS (Issue IV-7)

12 **Q. WORLDCOM WITNESS MR. SIGUA, ON PAGES 3-5 OF HIS TESTIMONY,**
13 **CLAIMS THAT THE REMAINING ISSUE BETWEEN VERIZON VA AND**
14 **WORLDCOM IS THE PSAP DATA ISSUE. IS THIS ISSUE BEING**
15 **ADDRESSED ELSEWHERE IN VERIZON VA'S TESTIMONY?**

16 **A.** Yes. The issue regarding PSAP data is being addressed in Issue IV-79 on the Verizon
17 VA Business Process panel.

18
19I. OS/DA TRUNKING ARRANGEMENTS (Issue IV-8)

20 **Q. AT PAGES 2-3 OF WORLDCOM WITNESS CAPUTO'S DIRECT TESTIMONY,**
21 **HE ASSERTS THAT THE PARTIES' SUBSEQUENT INTERCONNECTION**
22 **AGREEMENT SHOULD CONTAIN TERMS AND CONDITIONS REGARDING**
23 **TRUNKING ARRANGEMENTS FOR OPERATOR SERVICES AND**
24 **DIRECTORY ASSISTANCE. PLEASE COMMENT.**

1 A. If WorldCom purchases operator services (“OS”) or directory assistance (“DA”) from
2 Verizon VA, the parties would execute a separate attachment that would relate to the
3 services selected by WorldCom. Verizon VA proposes that the terms and conditions
4 regarding the trunking arrangements for those services should naturally be included in the
5 attachment or separate agreement for OS and DA. As with 911 services, OS/DA services
6 are distinct from the other traffic that the parties exchange for which a general
7 interconnection attachment is appropriate. The terms and conditions for the routing and
8 trunking of this traffic belong with the terms and conditions relating to OS/DA services.
9

10 **Q. AT PAGES 2-3 OF WORLDCOM’S WITNESS CAPUTO’S DIRECT**
11 **TESTIMONY, HE STATES THAT “WORLDCOM HAS PROPOSED**
12 **CONTRACT TERMS FOR THE ESTABLISHMENT OF SEPARATE TRUNK**
13 **GROUPS FROM WORLDCOM SWITCHES TO VERIZON VA’S OPERATOR**
14 **SERVICES AND DIRECTORY ASSISTANCE PLATFORMS AND ALSO FOR**
15 **THE ROUTING OF DIRECTORY ASSISTANCE TRAFFIC OVER LOCAL**
16 **INTERCONNECTION TRUNK GROUPS USING NPA 555-1212.” PLEASE**
17 **COMMENT.**

18 A. This issue was addressed at page 22 of our direct mediation testimony.
19

20 **J. USAGE MEASUREMENT AND BILLING OVER LOCAL INTERCONNECTION**
21 **TRUNKS (Issues IV-11, IV-34)**

22 **Q. WORLDCOM WITNESS ARGENBRIGHT CLAIMS THERE ARE TWO**
23 **OUTSTANDING “AREAS OF DISPUTE” REGARDING ISSUE IV-11 (PAGE 6**
24 **OF HIS DIRECT TESTIMONY ON MEDIATION ISSUES). THEY ARE: 1)**

1 WHOSE PROPOSED CONTRACT LANGUAGE SHOULD BE IMPLEMENTED;
2 AND 2) WHETHER VERIZON VA WILL PROVIDE SUFFICIENT
3 INFORMATION TO WORLDCOM ON INTRALATA TOLL CALLS TO
4 PERMIT WORLDCOM TO BILL FOR THOSE CALLS. PLEASE COMMENT
5 ON THE FIRST AREA OF DISPUTE IDENTIFIED BY MR. ARGENBRIGHT.

6 A. This "area of dispute," as the Commission is aware, pervades the arbitration proceeding
7 between Verizon VA and WorldCom. Unlike the other CLECs, WorldCom has refused
8 to work from the Verizon VA template language. We described in our direct testimony
9 on mediation issues why this is the wrong approach and why WorldCom's approach has
10 made the negotiation process much more difficult than it needs to be. Nevertheless, with
11 respect to Issue IV-11, Verizon and WorldCom have almost reached closure in their
12 national negotiations. It was our understanding that WorldCom agreed to use the Verizon
13 language with modifications proposed by WorldCom, which included a change in the
14 traffic ratio from 2:1 to 3:1 to reflect the Commission's *ISP Remand Order* and to change
15 the CPN percentage from 95% to 90%. So, it would seem WorldCom's complaint that
16 Verizon VA's proposal does not contain "sufficient information," which is Mr.
17 Argenbright's second area of dispute, is not warranted.

18
19 Q. DOES VERIZON VA'S PROPOSAL PROVIDE WORLDCOM WITH
20 "SUFFICIENT INFORMATION" TO BILL INTRALATA TOLL CALLS?

21 A. Yes. WorldCom's claims, on pages 7-8 of Mr. Argenbright's testimony, are without
22 merit. Verizon VA provides WorldCom with sufficient information by sending
23 WorldCom transit usage records in accordance with industry standards.

1
2 **Q. WHY DOES VERIZON VA MAINTAIN THAT WHEN THE ORIGINATING**
3 **PARTY PASSES CPN ON LESS THAN 90% OF ITS CALLS, VERIZON VA**
4 **SHOULD BILL ACCESS FOR THE REMAINING AMOUNT?**

5 A. As we discussed in our direct testimony on mediation issues at page 25, if the parties use
6 something other than CPN to determine call jurisdiction, such as a billing telephone
7 number or ANI, these substitutes can be manipulated. Verizon VA could be tricked into
8 thinking that a call is subject to reciprocal compensation when Verizon VA should really
9 be charging access rates for the call. Thus, when CPN is passed on less than 90%, not
10 95% as originally proposed by Verizon VA, Verizon VA assumes the remaining calls are
11 access calls and bills the originating carrier access rates.

12
13 **Q. HAS VERIZON VA ADEQUATELY ADDRESSED ISSUE IV-34 IN ITS DIRECT**
14 **TESTIMONY ON THE MEDIATION ISSUES?**

15 A. Yes. At pages 24 through 28 of our direct testimony on mediation issues and in our
16 rebuttal testimony on non-mediation issues for Issue IV-6, Verizon VA has already
17 described why the Commission should not adopt the WorldCom proposal.

18
19 **K. MEET POINT BILLING (Issue IV-37)**

20 **Q. AT PAGES 14-15 OF MR. ARGENBRIGHT'S TESTIMONY, HE MAINTAINS**
21 **THAT VERIZON VA'S MEET POINT BILLING PROPOSAL IS**
22 **INCONSISTENT WITH MECAB DOCUMENTS. HAS VERIZON VA**
23 **RECENTLY MODIFIED ITS PROPOSAL?**

1 A. Yes. In § 9.5 of Verizon VA's interconnection attachment, Verizon VA has deleted the
2 references to the four meet point billing options. As a result, Verizon VA will rely on the
3 definitions in the MECAB and, thus, Mr. Argenbright's complaint is now moot.

4
5L. NETWORK COORDINATION/RESPONSIBILITIES OF THE PARTIES (Issue IV-12)

6
7 **Q. HAVE WORLDCOM AND VERIZON VA RESOLVED THIS ISSUE?**

8 A. Yes, the Parties have resolved this issue.

9
10 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

11 A. Yes.

Declaration of Donald E. Albert

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 5th day of September, 2001.

Witnessed by:



Donald E. Albert

Witnessed by:

1206

Witnessed by:

Witnessed by:

Witnessed by:

Witnessed by:

Witnessed by:

Witnessed by:

Witnessed by:


Witnessed by:

Witnessed by:

Declaration of Peter J. D'Amico

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 5th day of September, 2001.



Peter J. D'Amico